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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 CHANAAZ MANGROE p/k/a Channii
12 Monroe,

13 Plaintiff,

14 v.

15 TERIUS GESTEELDE-DIAMANT p/k/a
16 “THE-DREAM”; CONTRA PARIS, LLC;
17 and SONY MUSIC ENTERTAINMENT,
18 Defendants.
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Case No. 2:24-CV-04639-SPG-PVG

**ORDER GRANTING DEFENDANT
SONY MUSIC ENTERTAINMENT’S
MOTION TO DISMISS THE SECOND
AMENDED COMPLAINT
[ECF NO. 71]**

21 Before the Court is the Motion to Dismiss (ECF No. 71 (“Motion”)) filed by
22 Defendant Sony Music Entertainment (“SME”). The Court has read and considered the
23 Motion and concluded that it is suitable for decision without oral argument. *See* Fed. R.
24 Civ. P. 78(b); C.D. Cal. L.R. 7-15. Having considered the parties’ submissions, the
25 relevant law, and the record in this case, the Court GRANTS the Motion.
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I. BACKGROUND

A. Factual Background

The Court previously set out the factual background of this action in its Order granting SME’s Motion to Dismiss Plaintiff Chanaaz Mangroe’s (“Plaintiff”) First Amended Complaint (ECF No. 32 “FAC”). *See generally* (ECF No. 58 (“*Mangroe I*”) at 1–9). In short, Plaintiff alleges that, while she was working as a singer and songwriter, Defendant Terius “The Dream” Gesteelde-Diamant (“Dream”) lured her into a violent and abusive sexual relationship by fraudulently promising to help her secure a recording and publishing contract. (ECF No. 59 (“SAC”) ¶¶ 3–8). Plaintiff alleges that, instead of following through on these promises, Dream engaged in a pattern of sexual abuse that culminated in battery and rape, in violation of the California Penal Code and federal sex trafficking laws. (*Id.* ¶¶ 329–47). Plaintiff further alleges that SME knowingly participated in, and benefitted from, this venture in violation of federal sex trafficking laws. (*Id.* ¶¶ 329–41).

The SAC largely relies on the same allegations as Plaintiff’s FAC, alleging only a handful of new allegations. For example, the FAC alleged that, in March 2015, Dream told Plaintiff that Antonio Reed from Epic Records, a division of SME, had reached out to him about signing Plaintiff. (FAC ¶ 164); *see also* (SAC ¶ 164). Dream told Plaintiff that he would handle all negotiations with Epic and refused to include her in negotiations or conversations with Epic executives. *See* (FAC ¶ 165); *see also* (SAC ¶ 165).

In May 2015, Plaintiff performed music for Reid and Joey Arbagey, another Epic executive. *See* (FAC ¶¶ 190–92); *see also* (SAC ¶¶ 190–92). After Plaintiff’s performance, during a conversation with Reid and Arbagey, Dream placed his hand on Plaintiff’s inner thigh and stroked her leg. *See* (FAC ¶ 192); *see also* (SAC ¶ 192). Plaintiff now further alleges that, during this conversation, “Dream bragged about . . . his ability to get [Plaintiff] featured as an opening act on Beyonce’s upcoming tour,” when, in fact, “Beyonce was not planning a tour at that time.” (SAC ¶ 193).

1 The FAC also alleged that, in mid-July 2015, Dream told Plaintiff he was planning
2 her label showcase for August 2015. *See* (FAC ¶ 207); *see also* (SAC ¶ 208). The SAC
3 further alleges that, on July 27, 2015, Dream emailed Reid to cancel Plaintiff’s showcase.
4 *See* (SAC ¶ 210). Dream told Reid that “he knew that Reid wanted [Plaintiff] to perform”
5 but Dream “wanted [Plaintiff’s] first showcase to take place in Paris” instead. (*Id.*).

6 The FAC alleged that, in August 2015, Epic representative Ericka Coulter attended
7 a recording session where Dream forcibly pulled Plaintiff’s hair back and poured vodka
8 down her throat. (FAC ¶ 225); *see also* (SAC ¶¶ 229, 231). During the same session,
9 Coulter also saw Dream touch Plaintiff’s body, as well as explicit sexual text messages
10 between Dream and Plaintiff. *See* (FAC ¶ 225); *see also* (SAC ¶¶ 232–33). After Dream
11 forced Plaintiff to drink, Plaintiff caught Coulter’s eye, motioned to her, and asked if
12 Coulter saw what had happened. (FAC ¶ 225); *see also* (SAC ¶ 231). In response, Coulter
13 simply “brushed off Dream’s violent actions.” (FAC ¶ 225); *see also* (SAC ¶ 231). The
14 SAC adds that Coulter told Plaintiff “Dream just wanted her to ‘loosen up,’” (SAC ¶ 231),
15 and further alleges that Coulter saw Dream touch Plaintiff in a sexually explicit manner,
16 then “drag[] [her] away to a private room,” (*id.* ¶ 232).

17 Finally, the SAC provides additional detail about an August 21, 2025, conversation
18 in which Plaintiff spoke with Coulter about Dream’s abusive conduct. *See* (FAC ¶¶ 247–
19 48); *see also* (SAC ¶¶ 256–57). The FAC alleged that, on August 21, 2025, Plaintiff told
20 Coulter that Dream was abusive and controlling. (FAC ¶ 247); *see also* (SAC ¶ 256). In
21 that conversation, Plaintiff also made clear that she was “committed to completing [her]
22 record and moving forward with her contract but that she needed to be protected from
23 [Dream].” (FAC ¶ 247); *see also* (SAC ¶ 256). In response, Coulter told Plaintiff that
24 “Dream was withholding the music she recorded with him from Epic.” (FAC ¶ 248); *see*
25 *also* (SAC ¶ 257).

26 Plaintiff now further alleges that Coulter “pushed [Plaintiff] to get on the same page
27 as Dream and work with him despite knowing about Dream’s abuse and control.” (SAC
28 ¶ 257). Coulter told Plaintiff “that it was very important that Epic sees that she is in a good

1 place with Dream and that if she was able to make up with Dream, her life would change.”
2 (*Id.*). Faced with “Coulter’s continued pressure to meet with Dream,” Plaintiff contacted
3 Dream to meet on or around October 29, 2015. (*Id.* ¶ 261). Epic paid for Plaintiff “to stay
4 in Los Angeles to attend the meeting with Dream.” (*Id.*). The day after they met,
5 “Coulter’s assistant sent an email confirming a meeting for [Plaintiff] with Reid and other
6 Epic executives to discuss the future of her album.” (*Id.* ¶ 269).

7 As alleged in the FAC, that meeting took place in November 2015. (FAC ¶¶ 250,
8 254); *see also* (SAC ¶¶ 271, 275). There, Plaintiff told Reid that she “wanted to move
9 forward and make the best record possible for Epic” but she was not getting any of her
10 music from Dream. (FAC ¶ 254); *see also* (SAC ¶ 275). In response, Reid asked Dream’s
11 partner, Christopher “Tricky” Stewart, to speak with Dream and appeared to agree that
12 “they should move forward with other producers.” (FAC ¶¶ 254, 256); *see also* (SAC
13 ¶¶ 275, 277). In February 2016, Epic approved the budget for one of Plaintiff’s music
14 videos. (FAC ¶ 263); *see also* (SAC ¶ 289). Initially, in May 2016, Plaintiff’s product
15 manager at Epic texted her “that the video was ‘dope.’” (FAC ¶ 274); *see also* (SAC
16 ¶ 300). However, Coulter later told Plaintiff that “Dream complained about the video,”
17 “nobody at Epic . . . liked the video,” and “she should have worked with Dream on the
18 video.” (FAC ¶ 275); *see also* (SAC ¶ 301). Months later, in June 2016, Dream told
19 Plaintiff that Epic was “washing their hands” of her. (FAC ¶ 282); *see also* (SAC ¶ 308).
20 In July 2016, Plaintiff was officially told that “Epic no longer wanted to distribute her
21 music because Dream failed to deliver [her] records.” (FAC ¶ 288); *see also* (SAC ¶ 314).

22 **B. Procedural History**

23 Plaintiff filed suit against Defendants on June 4, 2024, alleging claims of sex
24 trafficking against all Defendants, as well as claims of sexual battery and rape against
25 Dream. (ECF No. 1). Because the original complaint improperly listed Epic as a defendant
26 instead of SME, Plaintiff sought leave to amend the case caption on July 15, 2024, which
27 the Court granted on August 28, 2024. (ECF Nos. 23, 31). On August 16, 2024, Dream
28 and Contra Paris LLC (“Contra”), a record label operated by Dream and Christopher

1 “Tricky” Stewart, *see* (SAC ¶¶ 9, 18), filed a motion to dismiss the complaint, *see* (ECF
2 No. 27). Plaintiff then filed the FAC on September 6, 2024, which rendered the motion to
3 dismiss moot. *See generally* (FAC). Dream and Contra answered the FAC on October 4,
4 2024. (ECF No. 44).

5 On November 18, 2024, SME moved to dismiss the FAC. (ECF No. 48). On April
6 21, 2025, the Court granted SME’s Motion to Dismiss. *See generally* (*Mangroee I*). On
7 May 14, 2025, Plaintiff filed her SAC. (ECF No. 59). Dream and Contra answered the
8 SAC on May 28, 2025. (ECF No. 61). On June 25, 2025, SME filed this Motion to
9 Dismiss. (ECF No. 71). Plaintiff filed a brief in opposition on August 6, 2025 (ECF No.
10 81 (“Opp.”)), and SME filed a brief in reply on August 27, 2025 (ECF No. 83 (“Reply”)).

11 **II. LEGAL STANDARD**

12 **A. Motion to Dismiss**

13 Under Rule 8(a)(2) of the Federal Rules of Civil Procedure, a complaint must include
14 “a short and plain statement of the claim showing that the pleader is entitled to relief.” A
15 complaint that fails to meet this standard may be dismissed pursuant to Federal Rule of
16 Civil Procedure 12(b)(6). “Dismissal under Rule 12(b)(6) is proper when the complaint
17 either (1) lacks a cognizable legal theory or (2) fails to allege sufficient facts to support a
18 cognizable legal theory.” *Somers v. Apple, Inc.*, 729 F.3d 953, 959 (9th Cir. 2013). To
19 survive a 12(b)(6) motion, the plaintiff must allege “enough facts to state a claim to relief
20 that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007). “A
21 claim has facial plausibility when the plaintiff pleads factual content that allows the court
22 to draw the reasonable inference that the defendant is liable for the misconduct alleged.”
23 *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). “The plausibility standard is not akin to a
24 probability requirement, but it asks for more than a sheer possibility that a defendant has
25 acted unlawfully.” *Id.* (internal quotation marks and citation omitted).

26 If a claim sounds in fraud or mistake, courts apply the heightened pleading standard
27 of Federal Rule of Civil Procedure 9(b), which requires such claims to “state with
28 particularity the circumstances constituting fraud or mistake.” To meet this standard, a

1 plaintiff must identify “[t]he time, place, and content of [any] alleged misrepresentation,”
2 as well as the “circumstances indicating falseness” or the “manner in which the
3 representations at issue were false and misleading.” *In re GlenFed, Inc. Sec. Litig.*, 42 F.3d
4 1541, 1547–48 (9th Cir. 1994) (internal quotation marks, citation, and alterations omitted).
5 Those allegations “must be specific enough to give defendants notice of the particular
6 misconduct which is alleged to constitute the fraud charged so that they can defend against
7 the charge and not just deny that they have done anything wrong.” *Swartz v. KPMG LLP*,
8 476 F.3d 756, 764 (9th Cir. 2007) (citation omitted). Although the circumstances of the
9 alleged fraud must be alleged with specificity, knowledge “may be alleged generally.” Fed.
10 R. Civ. P. 9(b).

11 When ruling on a Rule 12(b)(6) motion, courts “accept factual allegations in the
12 complaint as true and construe the pleadings in the light most favorable to the nonmoving
13 party.” *Manzarek v. St. Paul Fire & Marine Ins. Co.*, 519 F.3d 1025, 1031 (9th Cir. 2008).
14 The Court is “not required to accept as true allegations that contradict exhibits attached to
15 the Complaint or matters properly subject to judicial notice,” nor must it accept “allegations
16 that are merely conclusory, unwarranted deductions of fact, or unreasonable inferences.”
17 *Seven Arts Filmed Ent., Ltd. v. Content Media Corp. PLC*, 733 F.3d 1251, 1254 (9th Cir.
18 2013) (internal quotation marks and citation omitted). Where dismissal is appropriate, a
19 court should grant leave to amend unless the plaintiff could not possibly cure the defects
20 of the pleading. *Knappenberger v. City of Phoenix*, 566 F.3d 936, 942 (9th Cir. 2009).

21 **B. Trafficking Victims Protection Reauthorization Act (TVPRA)**

22 Congress enacted the Trafficking Victims Protection Act in 2000 to “combat
23 trafficking in persons, a contemporary manifestation of slavery whose victims are
24 predominantly women and children, to ensure just and effective punishment of traffickers,
25 and to protect their victims.” *Ditullio v. Boehm*, 662 F.3d 1091, 1094 (9th Cir. 2011)
26 (quoting Pub. L. No. 106-386, § 102, 114 Stat. 1464 (Oct. 28, 2000)). The law created
27 several criminal offenses for forced labor and sex trafficking and was “intended to more
28 comprehensively and effectively combat human trafficking.” *Ratha v. Phatthana Seafood*

1 Co., 35 F.4th 1159, 1164 (9th Cir. 2022) (“*Ratha I*”) (citation omitted). Congress
2 subsequently reauthorized and expanded the legislation in the Trafficking Victims
3 Protection Reauthorization Act (“TVPRA”), which established a private right of action
4 against traffickers. Pub. L. No. 108-193, § 4, 117 Stat. 2875 (Dec. 19, 2003).

5 Two provisions of the TVPRA are relevant to this case. First, 18 U.S.C. § 1591
6 establishes criminal penalties for sex trafficking of children by any means, or of adults by
7 force, fraud, or coercion. In relevant part, § 1591 states:

8 (a) Whoever knowingly--

9 (1) in or affecting interstate or foreign commerce, or within the
10 special maritime and territorial jurisdiction of the United States,
11 recruits, entices, harbors, transports, provides, obtains,
12 advertises, maintains, patronizes, or solicits by any means a
person; or

13 (2) benefits, financially or by receiving anything of value, from
14 participation in a venture which has engaged in an act described
15 in violation of paragraph (1),

16 knowing, or, except where the act constituting the violation of
17 paragraph (1) is advertising, in reckless disregard of the fact, that means
18 of force, threats of force, fraud, coercion described in subsection (e)(2),
19 or any combination of such means will be used to cause the person to
20 engage in a commercial sex act, or that the person has not attained the
age of 18 years and will be caused to engage in a commercial sex act,
shall be punished as provided in subsection (b).

21 18 U.S.C. § 1591(a). Thus, to state a claim for a direct violation of § 1591, a plaintiff must
22 allege that the defendant, (1) knowingly and in interstate or foreign commerce recruited,
23 enticed, harbored, or transported a person; (2) knowing, or in reckless disregard of the fact,
24 that means of force, threats, or fraud would be used; (3) to cause the person to engage in a
25 commercial sex act. *See Acevedo v. eXp Realty, LLC*, 713 F. Supp. 3d 740, 765 (C.D. Cal.
26 Jan. 29, 2024). The statute defines “commercial sex act” as “any sex act, on account of
27 which anything of value is given to or received by any person.” 18 U.S.C. § 1591(e)(3).
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1 Second, 18 U.S.C. § 1595 establishes a private right of action for violations of the
2 TVPRA, including § 1591. As relevant here, § 1595 states:

3 An individual who is a victim of a violation of this chapter may
4 bring a civil action against the perpetrator (or whoever
5 knowingly benefits, or attempts or conspires to benefit,
6 financially or by receiving anything of value from participation
7 in a venture which that person knew or should have known has
8 engaged in an act in violation of this chapter) in an appropriate
district court of the United States and may recover damages and
reasonable attorneys fees.

9 18 U.S.C. § 1595(a). Thus, § 1591 establishes private rights of action against both
10 perpetrators of trafficking (“direct liability”), and those who knowingly financially benefit
11 from trafficking (“beneficiary liability”). *Doe v. Mindgeek USA Inc.*, 558 F. Supp. 3d 828,
12 835 (C.D. Cal. 2021). To state a claim for beneficiary liability, a plaintiff must show:
13 (1) the defendant knowingly benefited; (2) from participating in a venture; (3) that the
14 person “knew or should have known has engaged in an act in violation of this chapter.” 18
15 U.S.C. § 1595(a); *see Croft v. Dolan*, No. CV 24-371 PA (AGRx), 2024 WL 3915148, at
16 *6 (C.D. Cal. June 21, 2024).

17 **III. DISCUSSION**

18 Plaintiff alleges that SME is liable under a single claim of beneficiary liability under
19 § 1595(a), based on Dream’s alleged violation of § 1591. The Court previously dismissed
20 Plaintiff’s § 1595(a) claim against SME based on Plaintiff’s failure to allege that (a) SME
21 had actual or constructive knowledge that Dream was trafficking Plaintiff; and (b) SME
22 participated in a venture that engaged in an act of sex trafficking. *See (Mangroes I*, at 14–
23 21). Here, without addressing whether the additional allegations in the SAC are enough to
24 show SME had constructive knowledge, Plaintiff has still not alleged that SME participated
25 in a venture that engaged in an act of sex trafficking.

26 **A. § 1595**

27 The Court previously found that Plaintiff failed to plead participation for two
28 reasons. First, SME “could not possibly have participated in a venture that engaged in an

1 act in violation of the sex trafficking laws” because, based on the allegations of the FAC,
2 “mid-August 2015” was “the earliest time that SME could have participated in a venture
3 that SME knew had engaged in an act of sex trafficking” and Plaintiff did not allege any
4 commercial sex acts after mid-August 2015. (*Mangroe I* at 20). Further, “Plaintiff’s
5 allegations of participation fail to show that SME either participated directly in the sex
6 trafficking or acted in any way that would establish the existence of a tacit agreement to
7 support the sex trafficking.” (*Id.*). The SAC does not allege sufficient facts to cure these
8 deficiencies.

9 As to the timing issue, Plaintiff still has not alleged any commercial sex acts occurred
10 after the earliest allegations that SME executives knew of a venture engaged in sex
11 trafficking. In opposition to SME’s Motion, Plaintiff argues that “SME had constructive
12 knowledge as early as May 2015.” (Opp. at 21). However, the SAC only alleges that, by
13 May 2015: (1) Dream negotiated a contract with Epic, on Plaintiff’s behalf, *see* (SAC
14 ¶¶ 164–65); (2) Reid and Arbagey saw Dream place his hand on Plaintiff’s inner thigh and
15 stroke her leg, *see* (*id.* ¶ 192); and (3) Reid and Arbagey heard Dream brag that he could
16 have Plaintiff featured as an opening act on an upcoming Beyonce tour, *see* (*id.* ¶ 193).
17 None of these allegations show SME’s knowledge of a venture engaged in sex trafficking.

18 SME had no basis to infer Dream was engaged in sex trafficking based on Plaintiff’s
19 lack of participation in contract negotiations between Epic and Contra Paris “for the
20 services” of Plaintiff. (SAC ¶ 185); *see also* (ECF No. 71-4, Ex. B, at 2, 19). Likewise,
21 Plaintiff’s allegations regarding what Reid or Arbagey saw and heard following Plaintiff’s
22 May 2015 performance are insufficient to show constructive knowledge of SME. At most,
23 after seeing Dream touch Plaintiff’s inner thigh, Reid and Arbagey could have inferred that
24 the two were in a sexual relationship. *See* (SAC ¶ 193); *see also* (*Mangroe I* at 15).
25 Likewise, Dream’s comment about the Beyonce tour does not suggest that he had
26 fraudulently induced Plaintiff to engage in commercial sex. *See* (Opp. at 19).¹

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28 ¹ As alleged, it is not even clear whether Dream was referring to a particular tour or, more
generally, about his ability to have Plaintiff featured when Beyonce next went on tour. *See*

1 Plaintiff further argues that “SME acquired actual knowledge of Dream’s violent
2 sexual abuse before Dream forced [Plaintiff] to engage in another commercial sex act” in
3 early August 2015. (Opp. at 21). In support, Plaintiff relies on allegations that Coulter
4 witnessed Dream force Plaintiff to drink vodka and brushed it off as an attempt to “loosen
5 [her] up,” saw explicit sexual text messages between Dream and Plaintiff, saw Dream touch
6 Plaintiff in a sexual manner, and saw Dream bring Plaintiff to a private room. *See* (Opp.
7 22 (citing SAC ¶¶ 229–32). However, as the Court previously noted, “[m]ere knowledge
8 of sexual abuse does not establish beneficiary liability under § 1595.” (*Mangro I* at 15).
9 “While Plaintiff may have adequately alleged SME’s awareness of some other crime, such
10 as battery, there is no allegation that SME should have known that force would be used to
11 cause Plaintiff to engage in a commercial sex act.” (*Mangro I* at 16). As in the FAC, to
12 establish a § 1591 violation, Plaintiff does not allege in the SAC any instance of a
13 commercial sex act after Plaintiff confided in Coulter about Dream’s abuse. *See* (*Mangro*
14 *I* at 20); *see also* (SAC ¶¶ 250, 256–57).

15 The SAC also fails to allege sufficient facts to show SME executives acted in a way
16 that suggests a tacit agreement to support Dream’s alleged sex trafficking. “[T]he majority
17 of courts” have found that, absent a defendant’s direct participation in the conduct alleged
18 to constitute sex trafficking, a plaintiff may show participation by alleging “the existence
19 of ‘a continuous business relationship between the trafficker and the defendant such that it
20 would appear that the trafficker and the defendant have established a pattern of conduct or
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22 (SAC ¶ 193). Even if Dream was referring to a particular tour, Plaintiff has not alleged
23 sufficient facts in the SAC to establish that Reid and Arbagey “would have known that
24 Beyonce was not working on a tour at that time and that Dream’s promises were
25 fraudulent.” (*Id.*). Dream “had a close personal and professional relationship with
26 Beyonce,” (*id.* ¶ 187), and there are no allegations to show that Reid and Arbagey, as Epic
27 executives, would have knowledge of Beyonce tour dates, as Plaintiff does not allege
28 Beyonce was signed to Epic, *see* (*id.* ¶¶ 19, 187, 190, 210). Additionally, even if Reid and
Arbagey knew that Beyonce was not scheduled to go on tour, this does not establish that
they were aware of Dream’s conduct alleged to be sex trafficking.

1 could be said to have a tacit agreement.” (*Mangroee I* at 20 (quoting *M.A. v. Wyndham*
2 *Hotels & Resorts, Inc.*, 425 F. Supp. 3d 959, 970 (S.D. Ohio 2019)).

3 Here, Plaintiff argues that SME had a tacit agreement to support Dream’s alleged
4 sex trafficking conduct. *See* (Opp. 23). As the Court previously explained, “[t]he key to
5 finding a tacit agreement is that ‘the alleged participant have an ongoing interest in the
6 success of a specific venture and elect to further the ends of the venture beyond what would
7 reasonably be expected in an ordinary commercial transaction.’” (*Mangroee I* at 21 (quoting
8 *Doe (S.M.A) v. Salesforce, Inc.*, No. 3:23-CV-0915-B, 2024 WL 1337370, at *13 (N.D.
9 Tex. Mar. 28, 2024)). Plaintiff purports to show a tacit agreement based on allegations that
10 SME “fail[ed] to intervene in overt displays of Dream’s sexual violence, fraud, and
11 control” and “instruct[ed] [Plaintiff] to figure out a way to continue working with Dream
12 despite having specific knowledge of his sexual abuse.” (Opp. at 23). However, while
13 SME’s actions “may be objectionable in light of SME’s knowledge of Dream’s abuse,”
14 (*Mangroee I* at 17), they do not suggest that SME went beyond what would be expected in
15 an ordinary commercial transaction. “To the contrary, they suggest that SME entered into
16 an earnest commercial venture to pair Plaintiff’s singing with Dream’s producing, and that,
17 when Dream allegedly refused to participate in the venture, SME lost interest in
18 continuing.” (*Id.* at 17–18).

19 Since Plaintiff has failed to allege SME’s participation in a venture that engaged in
20 sex trafficking, the Court GRANTS the Motion and DISMISSES the SAC as to SME.

21 **B. Leave to Amend**

22 Generally, “in dismissals for failure to state a claim, a district court should grant
23 leave to amend.” *Cook, Perkiss & Liehe, Inc. v. N. Cal. Collection Serv. Inc.*, 911 F.2d
24 242, 247 (9th Cir. 1990). Nevertheless, a district court may, in its discretion, deny leave
25 to amend when amendment would be futile. *Zucco Partners, LLC v. Digimarc Corp.*, 552
26 F.3d 981, 1007 (9th Cir. 2009). Amendment is considered futile where “allegation of other
27 facts consistent with the challenged pleading could not possibly cure the deficiency.”
28 *Telesaurus VPC, LLC v. Power*, 623 F.3d 998, 1003 (9th Cir. 2010).

1 Here, the Court already dismissed Plaintiff's § 1595(a) claim based on Plaintiff's
2 failure to allege SME's participation in a venture engaged in sex trafficking. *See (Mangro*
3 *I* at 19–21). As noted above, the Court's previous decision dismissing the FAC identified
4 two fatal defects with respect to Plaintiff's participation theory, (*id.* at 20), and the SAC
5 does nothing to remedy those defects. Indeed, the majority of new allegations in the SAC
6 merely build on allegations the Court has already rejected as insufficient to state a claim.
7 *See, e.g.,* (SAC ¶ 231 (alleging that, after Dream forced Plaintiff to drink vodka, Coulter
8 told Plaintiff that Dream just wanted her to "loosen up"); *id.* ¶ 232 (Coulter saw Dream
9 touch Plaintiff in a sexually explicit manner, then take her to a private room); *id.* ¶ 257
10 (Coulter pushed Plaintiff to continue working with Dream, despite knowing he was
11 abusive); *see also (Mangro* *I* at 14 (allegations that "Coulter witnessed Dream pull
12 Plaintiff's hair back and forcibly pour vodka down her throat, saw Dream touch Plaintiff's
13 body, and saw explicit text messages between Dream and Plaintiff" insufficient to show
14 SME's knowledge of alleged sex trafficking); *id.* at 15 ("To be sure, the FAC plausibly
15 alleges that, at least as of mid-August 2015, SME was aware that Dream and Plaintiff had
16 a sexual relationship and that Dream had engaged in acts of physical violence against
17 Plaintiff."); *id.* at 19 (rejecting argument that SME participated in trafficking venture based
18 on allegations that "SME's agents order[ed] Plaintiff to figure out a way to continue
19 working with Dream").

20 Because the allegations in the SAC are not meaningfully different from those set
21 forth in the FAC and have not remedied the deficiencies that the Court identified in its
22 order dismissing the FAC, the Court concludes that amendment would be futile. *See Zucco*
23 *Partners, LLC v. Digimarc Corp.*, 552 F.3d 981, 1007 (9th Cir. 2009), *as amended* (Feb.
24 10, 2009) (failure to cure deficiencies identified in order dismissing complaint as "a strong
25 indication that [plaintiffs] have no additional facts to plead"); *see also Sumana Forest*
26 *Retreat v. Cnty. of San Diego*, No. 24-CV-1196-RSH-DDL, 2025 WL 1296696, at *8 (S.D.
27 Cal. May 5, 2025); *Carrow v. Roberts*, No. EDCV211525JGBSHKX, 2022 WL 2102934,
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1 at *6 (C.D. Cal. Jan. 3, 2022); *Yetter v. Ford Motor Co.*, 428 F. Supp. 3d 210, 235 (N.D.
2 Cal. 2019).

3 **IV. CONCLUSION**

4 For the foregoing reasons, the Court GRANTS the Motion and DISMISSES the SAC
5 as to SME with prejudice.

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7 **IT IS SO ORDERED.**

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9 Dated: November 3, 2025



10 HON. SHERILYN PEACE GARNETT
11 UNITED STATES DISTRICT JUDGE
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